

Amendment Agreement to a Guaranty Agreement dated
March 29, 1974, among the Federal Railroad Administrator of
the Department of Transportation of the United States of
America, as Guarantor (the "Administrator"), pursuant to
section 602 of the Rail Passenger Service Act of 1970, as
amended (the "Act"), First Security Bank of Utah, National
Association, (as the Trustee and its successors and assigns
being hereinafter called the "Trustee"), and the Bank of
America National Trust and Savings Association, as assignee
of a Conditional Sale Agreement dated February 1, 1974, (such
Bank and its successors and assigns being hereinafter called
the "Lender"):

7457-6

WHEREAS, the Guaranty Agreement provides for the guaranty
by the Administrator of certain payments to be made by the
National Railroad Passenger Corporation ("Amtrak") for the
acquisition by lease of 100 GM diesel-electric locomotives;

WHEREAS, page 2 of the Guaranty Agreement states that
payments under the Conditional Sale Agreement will aggregate a
maximum of \$34,154,889, and paragraph 6 of the Guaranty Agree-
ment provides in part that the Administrator represents and
warrants that \$49,000,000 of the guaranty authority available
to Amtrak under section 602 of the Act has been reserved for
the payment of the aforesaid obligations, and further provides
that the authority so reserved will decline as Amtrak makes
such payments;

WHEREAS, it appears that only 81 of the 100 locomotives
will be delivered prior to June 30, 1974, and paragraph 6 of

RECORDATION NO. 7457-6 Filed & Record

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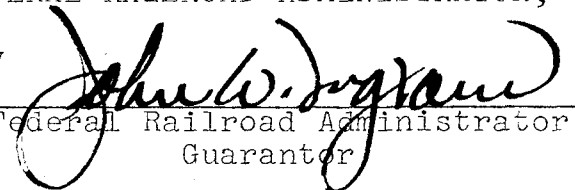
INTERSTATE COMMERCE COMMISSION

the Guaranty Agreement does not provide for a reduction in the amount of guaranty authority reserved in the event all of the locomotives are not delivered pursuant to the Conditional Sale Agreement,

THEREFORE, the Administrator, the Trustee, and the Lender agree that the guaranty authority reserved by paragraph 6 of the Guaranty Agreement is hereby reduced to \$39,502,640.34 and the dollar figure on page 2, paragraph 2 is reduced to \$27,534,863.06. In witness whereof the parties have executed this amendment this 27 of June, 1974.

FEDERAL RAILROAD ADMINISTRATOR,

by

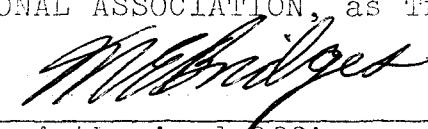

Federal Railroad Administrator,
Guarantor

Attest:



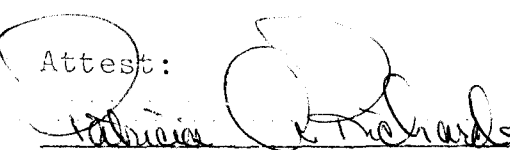
FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, as Trustee

by



Authorized Officer

Attest:



Authorized Officer

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION,

by



Vice President

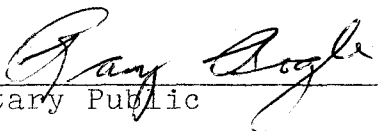
Attest:



Assistant Secretary

CITY OF WASHINGTON,)
) ss.:
DISTRICT OF COLUMBIA,)

On this *27th* day of June 1974, before me
personally appeared John W. Ingram , to me personally
known, who, being by me duly sworn, says that he is the
Federal Railroad Administrator, that the foregoing instru-
ment was signed by him by authority duly delegated to him by
the Secretary of Transportation; and he acknowledged that
the execution of the foregoing instrument was his free act
and deed as the Federal Railroad Administrator.



Notary Public

[Seal]

My Commission expires: ~~My~~ Commission Expires April 30, 1977

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this 25th day of June 1974, before me personally appeared M E Bridgman, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Laura B. Eichler
Notary Public

[Seal]

My Commission expires: My Commission Expires Nov. 11, 1975

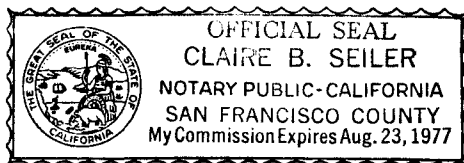
STATE OF CALIFORNIA,)
) ss.:
CITY AND COUNTY OF SAN FRANCISCO,)

On this *24th* day of June 1974, before me personally appeared *Wm. Ward*, to me personally known, who, being by me duly sworn, says that he is a Vice President of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Claire B. Seiler

Notary Public

[Seal]



My Commission expires: